



Agenda
Regular Session Meeting
Sedalia School District #200
Monday, August 5, 2019 6:30 p.m.
Smith-Cotton Junior High School
312 East Broadway
Library

Call to Order

1.1 Call to Order Info

Recognitions and Presentations

2.1 Public and Staff Comment Info
2.2 Sedalia School District Foundation Info
2.3 Sedalia Community Educators Association Info
2.4 Smith-Cotton Junior High Guidance Office Remodel Info
2.5 Approval of August 5, 2019 Agenda **Action**

Consent Agenda

3.1 Minutes for Monthly Business Meeting July 15, 2019 **Action**
3.2 Personnel **Action**
3.3 Vision Intervention Program Participant Agreement **Action**
3.4 Burrell Mental Health MOU **Action**
3.5 University of Central MO Agency Agreement **Action**

Decision - Unfinished Business

4.1 MCE Updates: P2871; P4870; P5550 **Action**

Decision

5.1 Roof Maintenance for SCJH Band Area and Whittier **Action**

Information

6.1 Safety/Security Update Info

Adjournment

7.1 Adjournment to Closed Session **Action**

Upcoming Meetings

8.1 August 26, 2019 Tax Rate Hearing at 6:15 pm, Smith-Cotton High School, Commons Area Info
8.2 August 26, 2019 – Regular Board Meeting at 6:30 pm, Smith-Cotton High School, Commons Area Info



Minutes
 Regular Meeting
 Sedalia School District #200
 Monday, July 15, 2019 6:30 p.m.
 Smith-Cotton High School
 Commons Area
 2010 Tiger Pride Blvd.

Call to Order	Mr. Gardner Vice president, called the meeting to order at 6:29 p.m.
Quorum	Board Members present: Scott Gardner, Vice President; Diana Nichols, Secretary; Kenny Coffelt, Treasurer; Barbara Schrader, and Michael Stees.
Present	Steve Triplett, Superintendent; Dr. Todd Fraley, Assistant Superintendent; Chris Pyle, Assistant Superintendent; Dr. Nancy Scott, Assistant Superintendent; Dr. Harriot Wolfe, CFO; Lisa Hammerly, Recording Secretary.
Public Comments	None.
Recognitions & Pres.	Sedalia School District Foundation
Approval of Agenda	Kenny Coffelt moved, seconded by Diana Nichols, that the Board approve the July 15, 2019 Agenda. Affirmative: 5
Consent Agenda	Kenny Coffelt moved, seconded by Diana Nichols, that the Board approve Minutes for Monthly Business Meeting June 24, 2019, Personnel, Treasurer's Report, Motion to Fund Transfer \$17,168.00 from General to Capital Projects, Motion to Fund Transfer \$2,206,013.04 from General to Special Revenue, Motion to Fund Transfer \$344,745.32 from General to Capital Projects, Motion to Fund Transfer \$9,626.52 from General to Capital Projects, Payment of Bills, Assessment Calendar 2019-2020, Heartland Vision Consultants Contract, Department of Social Services Missouri HealthNet Division Agreement. Affirmative: 5
Tuition Rate 2019-20	Kenny Coffelt moved, seconded by Michael Stees, that the Board approve the Tuition Rate for 2019-2020 as presented. Affirmative: 5
Set Tax Rate Hearing Date	Kenny Coffelt moved, seconded by Diana Nichols, that the Board approve the Tax Rate Hearing Date as presented. Affirmative: 5
Conflict of Interest Ord.	Kenny Coffelt moved, seconded by Diana Nichols, that the Board adopt the Conflict of Interest Ordinance as presented. <i>Roll Call Vote: Kenny Coffelt, Scott Gardner, Diana Nichols, Barbara Schrader, and Michael Stees.</i>
Hall of Fame Nominee	Kenny Coffelt moved, seconded by Diana Nichols, that the Board approve the Hall of Fame Nominee as presented. Affirmative: 5
Per Diem Rate 2019-20	Kenny Coffelt moved, seconded by Diana Nichols, that the Board approve the Per Diem Rate for 2019-2020 as presented. Affirmative: 5
Student Discipline Handbook	Kenny Coffelt moved, seconded by Diana Nichols, that the Board approve the Student Discipline Code Handbook as presented. Affirmative: 5



Minutes
Regular Meeting
Sedalia School District #200
Monday, July 15, 2019 6:30 p.m.
Smith-Cotton High School
Commons Area
2010 Tiger Pride Blvd.

- Gifted Program Evaluation Kenny Coffelt moved, seconded by Diana Nichols, that the Board approve the Gifted Program Evaluation as presented. Affirmative: 5
- Sp. Ed Program Evaluation Kenny Coffelt moved, seconded by Diana Nichols, that the Board approve the Special Education Program Evaluation as presented. Affirmative: 5
- MCE P2871;4870;5550 Mr. Triplett presented the MCE Updates: P2871; P4870; P5550. The MCE Updates: P2871; P4870; P5550 will be brought back under Decision – Unfinished Business August 5, 2019.
- Adjournment Kenny Coffelt moved, seconded by Diana Nichols, to adjourn to closed session for purposes listed in sections RSMo. 610.021 (1) Legal and (13) Protected Records at 7:13 p.m. Affirmative: 5
- Approved this 5th day of August 2019, by order of the Board of Education, Sedalia School District #200, Pettis County, Sedalia, MO.

Diana Nichols, Secretary

Scott Gardner, Vice President



SEDALIA SCHOOL DISTRICT #200

2806 Matthew Drive, Sedalia, MO 65301-7981 p:660.829.6450 f:660-827-8938

Steven G. Triplett, Ed. S.
Superintendent

To: Board of Education and Mr. Triplett

From: Chris Pyle

Nancy L. Scott, Ed. D.
Assistant Superintendent

Date: August 5, 2019

Re: Vision Intervention Program Participation Agreement

Christopher Pyle, Ed. S.
Assistant Superintendent

Todd Fraley Ed. D.
Assistant Superintendent

Please find the enclosed Vision Intervention Program Participation Agreement for the 2019-20 school year. This program was originally purchased with funds provided by our local Sedalia Area Lions Club. Vision Intervention is utilized as an early intervention tool for first grade students who qualify for support at Washington and Parkview Elementary Schools.

Harriet A. Wolfe, Ed. D.
Chief Financial Officer

Becky Brownfield, Ed. S.
Director Curriculum Instruction
Assessment 6-12

If you have any questions, please contact me at (660)-829-6457. Thank You.

Devon Gilmore, M. Ed.
Director Curriculum Instruction
Assessment K-5

Bob Satnan, B.A.
Communications Director

Missouri Model District
www.sedalia200.org

Sedalia #200 is an
equal opportunity and
affirmative action employer



2019-2020 Continuing School Participation Agreement

To continue involvement in the state of the art, Vision Intervention Program, complete the information below and return to: pcrisel@learninginsights.org no later than July 15, 2019.

School District:

Street Address:	City:	State:	Zip:
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Accounts Payable Contact:

(This person is responsible for receiving and paying invoices for the district)

Name:

Email:

Phone #:

V.I.P. Program Coordinator:

(This person will receive all correspondence, and be responsible for the completion of reports, parental communication and communication with Learning Insights, Inc. staff on a regular basis)

Name:

Email:

Phone #:

Specific school(s) participating: (list below)

Grades to be involved in V.I.P. & # of students enrolled in those grades:
(Priority is given to schools serving K-3rd grade students.)

By signing the agreement your district agrees to:

- Provide paid screener(s) with sufficient time to screen all students in participating grades.
- Pay individual(s) to tutor students in pairs, for 30-minute sessions, with the goal being for all students with vision issues to receive a minimum of two sessions per week.
- Cover training fees of \$300 each for any additional or replaced screener and \$400 each for any additional or replaced tutor. Provide the time and travel expenses for these staff to attend required certification training(s).
- Provide the time and travel expenses for screeners and tutors to attend necessary re-certification training events and regional meetings. (Screeners and tutors must be certified during year 1 and 2 of their original certification and every other year thereafter.)
- Provide a **12 X 12 (minimum) space** for tutoring. This space must be quiet and set aside for tutoring equipment and activities during tutoring time.
- Maintain activity records and send all required forms, including anonymous student reading level scores to Learning Insights, Inc. at mid-year and end of year (no later than June 15, 2020).

Current V.I.P. Staff Members (These individuals have been trained & will continue utilizing the program):

Name	Email Address	Phone #
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Screener(s):



Tutor(s):	Email Address	Phone#

Will you need NEW screener(s) and/or tutor(s) trained for the 2019-2020 school year? _____

If so, please indicate the number of each position to be trained. Screeners - \$300 ea. _____ Tutors - \$400 ea. _____

Staff to be Trained (Note: New Tutors MUST also be trained as a Screener)

Name	Email Address	Phone #
Screener(s):		

Tutor(s):	

Individuals being trained MUST attend the appropriate certification training to be held in the summer and/or fall at a location to be determined. If your screener or tutor cannot attend this training, special certification training will need to be arranged for them to become V.I.P. certified. Please contact Pamela Crisel to discuss the fees for this special certification training.

Learning Insights, Inc. will provide the following:

- Certification training for each new screener, including Screening Manual, all training materials, and screener tools. Access code to online training materials. Live video coaching as needed.
- Certification training for each new tutor including Tutor Activity Manual, all training materials. Access code to online training materials. Live video coaching as needed.
- Ongoing telephone, e-mail, and video conferencing support to V.I.P. Coordinator, screener(s), and tutor(s).
- Provide use of screening manual(s) and tools, tutor manual(s), forms, and V.I.P. equipment so long as the school has a current, signed Participation Agreement and all necessary fees have been paid. If the school discontinues participation in V.I.P., for any reason, the above stated items must be returned to Learning Insights, Inc. The school will be responsible for reimbursement of Learning Insights, Inc. for the cost of any equipment not returned within 30 days of the expired participation agreement.

Fees for the continued participation of the Vision Intervention Program (V.I.P.) for the 2019- 2020 school year are \$1250 for the first building and \$1000 for each additional building, to be paid NO later than September 1, 2020.

Please check which fiscal year you wish to be invoiced: 2018-2019 _____ 2019-2020 _____

Purchase Order number you would like attached to your invoice: PO#: _____

Questions? Call 877-722-5777 or e-mail pcrisel@learninginsights.org

Authorized School Representative's Signature

Date



SSD

Sedalia School District #200

District Office
2806 Matthew Drive
Sedalia, Missouri
65301-7981
(660) 829-6450
Fax (660) 827-8938
www.sedalia200.org

Steven G. Triplett, Ed.S
Superintendent

Nancy L. Scott, Ed.D.
Assistant Superintendent
Human Resources
Federal Programs

Todd Fraley, Ed.D.
Assistant Superintendent
Buildings & Grounds
Support Services

Chris Pyle, Ed.S.
Assistant Superintendent
K-12 Special Education

Harriet Wolfe, Ed.D.
Chief Finance Officer

Devon Gilmore, M.E.D.
Director of Curriculum
Instruction & Assessment K-5

Becky Brownfield, Ed.S
Director of Curriculum
Instruction & Assessment 6-12

Bob Satnan, B.A.
Communications Director

MEMO

TO: Mr. Triplett & Board of Education

FROM: Dr. Nancy Scott

DATE: August 5, 2019

RE: School-based partnership MOU

Attached is the new school-based partnership documents that outline our partnership and agreement with Burrell Mental Health Agency. As you can see Burrell provides mental health services in our school at every level, but they have full-time individuals at the secondary level. This is something that began last year.

If you have any questions, please contact me at 660-829-6464. Thank you.

**We Live Tiger
Pride Everyday**

Sedalia #200 is an equal
opportunity and affirmative
action employer

AGREEMENT FOR SCHOOL-BASED PROVIDERS

THIS AGREEMENT FOR SCHOOL-BASED PROVIDERS is entered into on this ____ day of _____, 2019, by Burrell, Inc., d/b/a Burrell Behavioral Health (“Burrell”) and Sedalia 200 School District ("School District").

WHEREAS, Burrell employees individuals who are willing and qualified to provide the mental health services needed by students of School District ("School-Based Providers");

WHEREAS, Burrell and School District have come together as partners to collaborate to increase access to mental health services for students of the School District by providing School-Based Providers to staff certain School District classrooms.

WHEREAS, the purpose of this Agreement is to document the intent of both organizations and to clarify roles and responsibilities of each.

NOW, THEREFORE, the Parties agree as follows:

1. **Burrell agrees:**

- a. To place qualified School-Based Provider(s), agreed to by both parties, in classrooms at School District locations as agreed upon by the parties. School-Based Providers shall provide services under this Agreement during the school year and during student holidays and summer breaks.
- b. School-Based Provider(s) shall be responsible for using scientifically supported and evidence-based practice strategies in order to provide services in accordance with this Agreement.
- c. To employ, supervise, and compensate School-Based Providers. School-Based Providers shall under no circumstances be deemed to be employees of School District or the school at which the School-Based Provider is placed. All School-Based Providers provided by Burrell pursuant to this Agreement will have the necessary professional training and/or licensure and practical experience necessary to perform services hereunder.
- d. As applicable and appropriate, to bill and collect from patients and third party payors for the services rendered by behavioral health providers, including School-Based Providers. Burrell shall be the exclusive owner of all amounts collected for services rendered.
- e. To ensure School-Based Providers are appropriately credentialed to deliver services to children and youth.
- f. To ensure School-Based Providers act within their scope of practice in a manner that is consistent with their training and experience.
- g. To appropriately and regularly supervise any School-Based Providers, to the extent required by law and/or ethical standards.
- h. Within HIPAA regulations and with appropriate authorization to release information, to communicate clearly and regularly with parents and designated School District personnel regarding student needs, treatment goals, and progress.
- i. In the event of a crisis situation (i.e., suicidal/homicidal thoughts/plans, abuse/neglect), to work in tandem with School District personnel to best meet student/family needs.
- j. To provide an annual summary of overall program effectiveness related to scope of services to designated School District personnel.

- k. To properly inform designated School District personnel of any planned or unplanned absences of School-Based Providers.
- l. To ensure documentation of liability insurance and any applicable licensure status of School-Based Providers is on file with Burrell's Human Resources Department.
- m. To ensure that School-Based Providers understand and communicate any suspicion of educational disability to the appropriate special services personnel.
- n. To maintain documentation of parent consent and student assent for any and all Burrell services.
- o. To maintain documentation of HIPAA compliant authorization to communicate with School District about students.
- p. To require all School-Based Providers to follow all Board of Education policies and procedures while on school grounds.

2. **School District agrees:**

- a. To determine which classrooms to prioritize for the aforementioned services, and to work in tandem with Burrell to establish a schedule of services needed from Burrell, to be agreed upon by the parties.
- b. Within specified classrooms and times, to determine which students will be prioritized to receive the aforementioned services then linking to care through specified process.
- c. To work with schools to facilitate access to adequate space, furnishings, and necessary supplies and equipment for School-Based Provider to use, including during school holidays and summer breaks.
- d. To secure a Release of Information and permission from parents/guardians to discuss specific cases with behavioral health providers, and, upon Burrell's request, to assist Burrell in communication to parents and in obtaining any and all necessary consents and HIPAA compliant authorization for services provided pursuant to this Agreement.
- e. To ensure designated School District personnel regularly communicate with School-Based Providers regarding student needs and concerns, and to serve as a liaison between the School-Based Providers and the appropriate School District staff to meet student needs.
- f. To assist with scheduling at a mutually agreed upon time, which includes securing private location for services to take place, and ensuring Burrell receives access to such locations.
- g. To work with schools to ensure School-Based Providers have access to internet services while on school property.
- h. To arrange for the transport of students to a clinic or emergency department, if the need arises, in compliance with applicable laws, regulations, and policies of the parties.
- i. To ensure that all School-Based Providers undergo background checks as consistent with Board of Education policy and as required by applicable law.
- j. During the term of this Agreement and for a period of two (2) years after this Agreement is terminated for any reason, School District agrees that it shall not, directly or indirectly, solicit, or attempt to solicit for any business endeavor or hire or attempt to hire any employee, contractor, provider or consultant of Burrell who provided services under this Agreement..

3. **Term.** This Agreement shall commence on August 1, 2019 and continue for a period of one (1) year. Thereafter this Agreement shall be renewed automatically for additional one (1) year terms, unless sooner terminated as herein provided. Either party may terminate this Agreement, with or without cause, by providing ninety (90) days written notice to the other party. Additionally, this Agreement may be amended at any time upon written agreement of both parties and is subject to regular review to ensure accuracy.
4. **Payment.** The parties acknowledge and agree that all patients receiving services from School-Based Providers pursuant to this Agreement shall be Burrell's patients. Accordingly, Burrell shall be solely and exclusively responsible for billing patients and/or third party payers for all services rendered on behalf of Burrell to Burrell's patients by the School-Based Providers hereunder, and shall retain all payments so collected. Nothing in this Agreement requires, is intended to require, or provides payment or benefit of any kind (directly or indirectly) for the referral of individuals or business to either party by the other party. Neither party shall: (i) require their employed and/or contracted professionals to refer patients to one another (or to any other entity or person); or (ii) track referrals for purposes relating to setting the compensation of their employed and/or contracted professionals or influencing their referral choice.
5. **Insurance.** Parties shall at all times during the term of this Agreement maintain at its sole cost and expense, comprehensive general public liability and property damage insurance with limits of liability not less than \$1,000,000 each occurrence and \$3,000,000.00 general aggregate. The parties shall also carry professional malpractice insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Burrell agrees to carry worker's compensation insurance covering all School-Based Providers. School District shall provide Burrell with appropriate certificates evidencing School District has met the insurance requirements set forth in this Article 6.
6. **Patient Identifying Information.** The parties to this Agreement shall comply with all applicable state and federal laws and regulations regarding confidentiality of patient records, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and the Privacy and Security Standards (45 C.F.R. Parts 160 and 164) and the Standards for Electronic Transactions (45 C.F.R. Parts 160 and 162) (collectively, the "Standards") promulgated or to be promulgated by the Secretary of Health and Human Services. To the extent applicable, all medical information and data concerning specific patients (including, but not limited to, the identity of the patients), derived from the business relationship set forth in this Agreement, shall be treated and maintained in a confidential manner by the parties to this Agreement and their employees and agents and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. To the extent School District becomes a Business Associate of Burrell, School District and Burrell shall execute a HIPAA Business Associate Agreement ("Business Associate Agreement"). In the event of any conflict between the terms of the Business Associate Agreement and this Agreement, the Business Associate Agreement will govern.

7. **Compliance with FERPA.** School District shall be solely responsible for ensuring School-Based Providers are notified of any laws, rules, and regulations promulgated pursuant to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, et seq. and its regulations, 34 C.F.R. Part 99 (“FERPA”), as may be applicable. Burrell agrees to comply in all respects with applicable School District and/or school policies and procedures related to FERPA that are provided by the School District to Burrell. Burrell further agrees to cooperate with the School District to insure that the FERPA rights of each student, parent or eligible student who is provided services pursuant to this Agreement are observed. However, notwithstanding the above, Burrell shall not be responsible for adhering to any policies, procedures or guidelines which the School District fails to provide to Burrell. School District shall be solely responsible for ensuring its programs, policies, and procedures are compliant with all applicable laws and regulations.
8. **Criminal Background Checks.** The parties will comply with all applicable laws and regulations, as well as any Burrell policies, with regard to criminal background checks. To the extent School District has its own background check requirements, School District shall have the obligation to ensure satisfactory completion of an appropriate background check for each School-Based Provider.
9. **Reassignment or Removal of School-Based Providers.** Upon the written request of School District, and after consultation by the Parties, Burrell shall reassign or remove and replace School-Based Providers assigned pursuant to this Agreement. School District agrees to advise Burrell promptly of any concerns which arise regarding the professional qualifications, clinical performance or interpersonal interactions associated with any School-Based Provider. Burrell agrees to investigate and evaluate such concerns and to use its best efforts to resolve any such concerns promptly to the satisfaction of School District. If Burrell is unable to resolve such concerns to the satisfaction of School District, School District shall request, in writing, that Burrell reassign the relevant School-Based Provider. In all other circumstances, Burrell retains all discretion regarding the status of its employees.
10. **Miscellaneous.**
 - a. **Amendments.** Any amendments to this Agreement will be effective only if in writing and signed by the parties hereto.
 - b. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.
 - c. **Assignment.** Neither party may assign its rights or obligations hereunder without the prior written approval of the other; provided, however, that such an assignment may be made to an entity which is directly or indirectly, wholly-owned or controlled by the same entity as the assigning party.
 - d. **Referrals.** Nothing in this Agreement shall be construed as an offer or payment by one party to the other party or any affiliate of the other party of any cash or other remuneration, whether directly or indirectly, overtly or covertly, specifically for patient referrals or for recommending

or arranging the purchase, lease, or order of any item or service. Any payments made by either party represent the fair market value of the supplies and/or services to be rendered by such Party hereunder and are not in any way related to or dependent upon referrals by and between the Parties. School District will refer students, subject to patient choice and the care setting that is in the best interest of the student.

- e. Confidentiality of Information. Absent a valid court order, neither Party will disclose information relating to: (i) this Agreement; or (ii) the operations or confidential information of the other without prior written consent.
- f. Missouri Law. This Agreement shall be governed in all respects, including validity, interpretation, and effect in accordance with the laws of the State of Missouri.
- g. Notice. Unless otherwise provided for herein, any notice required or permitted to be given to the Parties hereunder shall be in writing and shall be deemed to have been given at the earlier of the date when actually delivered to the Party, or when sent by facsimile (if confirmed), electronic mail, or nationally recognized reliable overnight carrier at the following addresses unless the Party shall otherwise designate its new address by written notice:

Burrell

School District

Attn: _____

Attn: _____

- h. No Violation. Neither party shall be deemed to be in violation of this Agreement if it is, or reasonably determines it is, prevented from performing any of its duties or obligations for any reason beyond such party's control, including, without limitation, flood, storm, strikes, acts of God or the public enemy, or statute, ordinance, regulation, rule or action of any applicable governmental entity.
- i. No Joint Venture. It is understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the parties, or a relationship of landlord and tenant, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. In no event shall either party be liable for the debts or obligations of the other of them, except as otherwise specifically provided in this Agreement.
- j. Access to Records. If either Party should be deemed a subcontractor subject to the disclosure requirements of 42 U.S.C. 1395X(v)(1), such Party shall, until the expiration of four years after the furnishing of services pursuant to this Agreement, make available upon request to the Comptroller General, or any of its duly authorized representatives, a copy of the Agreement and the books, documents and records of services that are necessary to certify the nature and extent of the costs incurred under this Agreement by the Parties. If services or any duties of this Agreement are through a subcontractor with a value or cost of \$10,000 or more over a 12-month period with a third party, such subcontract shall contain a clause to the effect that should the third party be deemed a related organization, until the expiration of four years after the furnishing of

services pursuant to such subcontract, the third party shall make available upon request to the Comptroller General, or any of its duly authorized representatives, a copy of the subcontract and the books, documents and records of such third party that are necessary to verify the nature and extent of the costs incurred under this Agreement by either Party.

- k. Compliance with Laws. The Parties agree that the Parties shall abide by all applicable federal, state and local laws and regulations in providing services and related duties and obligations under this Agreement. The Parties further agree that School-Based Providers will abide by the policies of School District that Burrell is provided with, in connection with students and the interaction with School District employees, except to the extent that such policies directly conflict with the policies of Burrell or the provisions of this Agreement.
- l. Exclusion from Federal Health Care Programs. School District represents and warrants that it, and any of its staff performing services under this Agreement, has not been nor is it about to be excluded from participation in any Federal Health Care Program. School District agrees to notify Burrell within five (5) business days of School District's receipt of a notice of intent to exclude or actual notice of exclusion from any such program. The listing of School District and any of School District's staff performing services under this Agreement on the Office of Inspector General's exclusion list ("OIG website"), the General Services Administration's Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs ("GSA website") for excluded individuals or entities, or the Office of Foreign Assets Control's ("OFAC's") blocked list shall constitute "exclusion" for purposes of this Section. In the event that School District is excluded from any Federal Healthcare Program or placed on the OFAC's blocked list, this Agreement shall immediately terminate. For the purposes of this Section, the term "Federal Health Care Program" means the Medicare program, any State Medicaid program, the Maternal and Child Health Services Block Grant program, the Block Grants for State for Social Services program, any state Children's Health Insurance program, or any similar program.
- m. Non-Discrimination. Each Party agrees that it shall not deny service or otherwise discriminate against any patient or potential patient on the basis of age, sex, race, religion, national origin, ancestry, creed or disability.

[Remainder of Page Intentionally Left Blank]

THIS Agreement is entered by the authorized representatives of the Parties on the day and year first written above.

BURRELL, INC.

SEDALIA 200 SCHOOL DISTRICT

Signature/Title

Signature/Title

Date

Date

HIPAA Business Associate Addendum

THIS HIPAA BUSINESS ASSOCIATE ADDENDUM (the "Addendum") is entered into effective the ____ day of _____, 20__ (the "Effective Date"), by and between Sedalia 200 School District, ("Business Associate") and Burrell Behavioral Health on behalf of itself and its affiliates, if any (individually and collectively, the "Covered Entity") and is an addendum to the MOU dated _____, 20__ (the "Agreement") entered into between Business Associate and Covered Entity.

WHEREAS, pursuant to the Agreement, Business Associate performs functions or activities on behalf of Covered Entity involving the use and/or disclosure of protected health information that Business Associate accesses, creates, receives, maintains or transmits on behalf of Covered Entity ("PHI").

WHEREAS, Covered Entity and Business Associate acknowledge their respective obligations to protect the privacy and provide for the security of PHI in compliance with the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder by the U.S. Department of Health and Human Services ("HHS"), as amended from time to time including by the Health Information Technology for Economic and Clinical Health Act ("HITECH") and the Final Omnibus Rule (collectively "HIPAA").

For purposes of compliance with HIPAA, the parties, agree to the terms and conditions set forth in this Addendum.

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms are defined under HIPAA.
2. **Compliance with Applicable Law.** The parties acknowledge and agree that, beginning with the applicable compliance dates, each party shall comply with its obligations under this Addendum and with all related obligations under HIPAA and other applicable laws and regulations, as they exist at the time this Addendum is executed and as they are amended or superseded, for so long as this Addendum is in place.
3. **Uses and Disclosures of PHI.** Business Associate and its directors, officers, employees, subcontractors and agents, may use and disclose PHI only if necessary and appropriate to carry out the purposes specified in the Agreement, this Addendum, and for such other purposes as permitted by HIPAA and as required by law, including:
 - (a) Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and
 - (b) Business Associate may disclose PHI for the proper management and administration, or to carry out the legal responsibilities, of the Business Associate, provided that disclosures are required by HIPAA, or Business Associate obtains reasonable written assurances from the person or entity to whom the PHI is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person or entity, and the person or entity

agrees to notify the Business Associate of any instances of which it is aware or suspects that the confidentiality of the PHI has been breached. In such case, Business Associate shall report such known or suspected breaches to Covered Entity as soon as possible and in accordance with timeframes set forth in this Addendum.

4. **Required Safeguards To Protect PHI.** Business Associate agrees that it will implement appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of the Agreement. To the extent that Business Associate accesses, creates, receives, maintains or transmits Electronic PHI ("ePHI") in performance of its duties on behalf of Covered Entity, Business Associate shall comply with the HIPAA Security Rule (45 C.F.R. Part 164, Subpart C), and accordingly shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the ePHI.
5. **Reporting to Covered Entity.** Business Associate shall report to Covered Entity any information that may indicate that a use or disclosure of PHI not permitted by this Addendum has occurred, including breaches of unsecured PHI in accordance with the Breach Notification Rule (45 C.F.R. Part 164, Subpart D) and any Security Incident, within three (3) days of becoming aware of such use or disclosure. If not all of the information is available within such three (3) day period, Business Associate will provide the information that is available, continue diligent investigation, and provide supplemental information as soon as reasonably practicable. Business Associate shall cooperate with Covered Entity's investigation, analysis, notification and mitigation activities, and shall be responsible for all costs, damages, fees and penalties arising from Business Associate's use or disclosure of PHI not permitted by HIPAA or this Addendum. The parties acknowledge and agree that this section hereby constitutes notice by Business Associate "Unsuccessful Security Incident" which includes, but is not limited to: pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, and does not result in unauthorized access, use or disclosure of PHI.
6. **Mitigation of Harmful Effects.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of HIPAA or this Addendum, including, but not limited to, compliance with any state law or contractual data breach requirements.
7. **Agreements by Third Parties.** Business Associate shall enter into an agreement with any agent or subcontractor of Business Associate that will access, create, receive, maintain or transmit PHI in connection with the services Business Associate provides to or on behalf of Covered Entity. Pursuant to such agreement, the agent or subcontractor shall agree to be bound by the same restrictions, terms, and conditions that apply to Business Associate under this Addendum with respect to such PHI.
8. **Access to Information.** Within five (5) days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such PHI (for so long as Business Associate maintains such PHI in a Designated Record Set), as required by 45 C.F.R. § 164.524. In the event

any individual requests access to PHI directly from Business Associate, Business Associate shall, within five (5) days, forward such request to Covered Entity.

9. **Availability of PHI for Amendment.** Within ten (10) days of receipt of a request from Covered Entity for amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as Business Associate maintains such PHI in a Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. § 164.526. In the event an individual makes a request for an amendment to PHI directly to Business Associate, such request shall be forwarded to Covered Entity within five (5) days.
10. **Documentation/Accounting of Disclosures.** Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to an individual's request for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. At a minimum, Business Associate shall provide Covered Entity with the following information within ten (10) days of request by Covered Entity: (i) the date of the disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. Covered Entity shall be responsible for providing the accounting to individuals as required by 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to Business Associate, such request shall be forwarded to the Covered Entity within five (5) days.
11. **Other Obligations.** Business Associate shall not use or disclose PHI in a manner that would violate HIPAA if done by Covered Entity. To the extent that Business Associate is responsible for performing Covered Entity's obligations under the Privacy Rule (45 C.F.R. Part 164, Subpart E), under the Agreement or otherwise, Business Associate shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.
12. **Minimum Necessary.** All uses and disclosures of, and requests by Business Associate for, PHI are subject to the minimum necessary rule of HIPAA, as specified in 45 C.F.R. § 164.514(d), as applicable.
13. **Availability of Books and Records.** Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with HIPAA.
14. **Breach of Contract by Business Associate; Termination.** In addition to any other rights Covered Entity may have under the Agreement, this Addendum or by operation of law or in equity, and notwithstanding any provisions in the Agreement, Covered Entity may: (i) immediately terminate the Agreement and this Addendum if Covered Entity is aware of a pattern of activity or practice of the Business Associate in violation of HIPAA or this Addendum or if Covered Entity determines that Business Associate has violated a material term of this Addendum; or (ii) at Covered Entity's option, permit Business Associate to cure or end any such violation within the time specified by Covered Entity. Covered

Entity's option to permit Business Associate to cure a breach of this Addendum shall not be construed as a waiver of any other rights Covered Entity has in the Agreement, this Addendum or by operation of law or in equity.

15. **Effect of Termination of Agreement.** Upon the termination of the Agreement or this Addendum for any reason, Business Associate shall, if feasible, return to Covered Entity, or destroy, all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate maintains in any form, recorded on any medium, or stored in any storage system. Business Associate shall retain no copies of the PHI. In the event that Business Associate reasonably determines that returning or destroying the PHI is not feasible, Business Associate shall notify Covered Entity of the conditions that make return or destruction infeasible, and shall extend the protections required by HIPAA and this Addendum and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.
16. **Qualified Service Organization.** Business Associate acknowledges that it may be a Qualified Service Organization ("QSO"), as defined in 42 CFR § 2.11, with regard to the services provided to Covered Entity. Disclosures by Covered Entity to a QSO that describe any personally identifiable substance use disorder diagnosis, treatment, or referral for treatment do not require the patient's written consent. However, Business Associate acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with these substance use disorder patient records, it is fully bound by the provisions of the federal regulations governing the Confidentiality of Substance Use Disorder Patient Records (found at 42 C.F.R. Part 2) ("Confidentiality Regulations"). Under these regulations, certain PHI may not be disclosed or re-disclosed without the patient's written consent, even though such disclosure or re-disclosure might be permitted by HIPAA or other laws. Business Associate will also resist in any judicial proceedings efforts to obtain access to patient identifying information related to substance use disorder diagnosis, treatment, or referral for treatment and if necessary, except as permitted by the Confidentiality Regulations.
17. **Indemnification.** Business Associate shall indemnify and hold harmless Covered Entity and its officers, trustees, employees, and agents from any and all claims, penalties, fines, costs, liabilities or damages including, but not limited to, reasonable attorney fees incurred by Covered Entity arising from a violation by Business Associate of its obligations under this Agreement.
18. **Exclusion from Limitation of Liability.** To the extent that Business Associate has limited its liability under the terms of the Agreement or some other document (e.g., a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages or other limitations), all such limitations shall exclude any damages, fees, costs or other financial amounts arising out of or incurred in connection with the use or disclosure of PHI, including, without limitation, obligations resulting from a breach of unsecured PHI.

19. **No Agency.** This Addendum is not intended to create an agency or joint venture arrangement between the parties.
20. **Injunctive Relief.** Business Associate acknowledges and stipulates that the unauthorized use or disclosure of PHI by Business Associate or its subcontractors while performing services pursuant to the Agreement or this Addendum would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to obtain damages and injunctive relief, together with the right to recover from Business Associate costs, including reasonable attorneys' fees, for any such breach of the terms and conditions of the Agreement or this Addendum.
21. **Owner of PHI.** Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI.
22. **Changes in the Law.** In the event of new or revised legislation, rules and regulations to which Covered Entity or Business Associate are subject now or in the future including, without limitation, HIPAA, the Parties agree to negotiate in good faith to amend the Agreement, and/or this Addendum, as necessary to conform to such new or revised requirements. In the event that the Parties are not able to agree to appropriate amendments within thirty (30) days of written notice by a Party of a necessary change, either party may terminate the Agreement and this Addendum.
23. **Third Party Rights.** The terms of this Addendum are not intended, nor should they be construed, to grant any rights to any parties other than Business Associate and Covered Entity.
24. **Judicial and Administrative Proceedings.** In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, Business Associate shall notify Covered Entity of the request or mandate as soon as reasonably practicable, but in any event within two (2) days of receipt of such request or mandate and prior to responding to any such request or mandate. Covered Entity shall have the right and opportunity to object to such request or mandate and to seek a protective order or equivalent to ensure protection of the PHI, any applicable individual privacy rights, and applicable Covered Entity business operations.
25. **Conflicts.** If there is any direct conflict between the Agreement and this Addendum, the terms and conditions of this Addendum shall control.

IN WITNESS WHEREOF, the parties have executed this Addendum the day and year first above written.

BUSINESS ASSOCIATE:

COVERED ENTITY:

Signed

Signed

Printed

Printed

Date

Date



SSD

Sedalia School District #200

District Office
2806 Matthew Drive
Sedalia, Missouri
65301-7981
(660) 829-6450
Fax (660) 827-8938
www.sedalia200.org

Steven G. Triplett, Ed.S
Superintendent

Nancy L. Scott, Ed.D.
Assistant Superintendent
Human Resources
Federal Programs

Todd Fraley, Ed.D.
Assistant Superintendent
Buildings & Grounds
Support Services

Chris Pyle, Ed.S.
Assistant Superintendent
K-12 Special Education

Harriet Wolfe, Ed.D.
Chief Finance Officer

Devon Gilmore, M.E.D.
Director of Curriculum
Instruction & Assessment K-5

Becky Brownfield, Ed.S
Director of Curriculum
Instruction & Assessment 6-12


Bob Satnan, B.A.
Communications Director

**We Live Tiger
Pride Everyday**

Sedalia #200 is an equal
opportunity and affirmative
action employer

MEMO

TO: Mr. Triplett & Board of Education

FROM: Dr. Nancy Scott 

DATE: August 5, 2019

RE: Agency Agreement with University of Central Missouri

Attached is a three-year agreement with UCM for the university to send student teachers and student observers to our schools. This is something we have done for many years. If you have any questions, please contact me at 660-829-6464. Thank you.

AGENCY AFFILIATION AGREEMENT

THIS AGREEMENT is made on this 1st day of August, 2019, by and between THE UNIVERSITY OF CENTRAL MISSOURI, ("University") and Sedalia #200 School District ("Facility and University are also sometimes referred to individually as "Party" or collectively as "Parties").

WHEREAS, University is a State of Missouri institution of higher education; and

WHEREAS, The Social Service Agency possesses the capability for providing learning experiences and recognizes its professional responsibility to assist in the teaching of University students and is interested in providing assistance to the University in its curriculum in Social Work.

THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. **Term and Termination.** The term of this Agreement shall be for a period of three (3) years commencing on the date first above written and continuing until the third (3rd) anniversary thereafter. Each party shall review this agreement annually, at which time this agreement may be terminated by not less than six (6) months prior written notice to the non-terminating party. Except as otherwise provided for herein, this Agreement may be terminated only for a breach of this Agreement.
2. **Authority, Duties and Responsibilities of University.** University shall have the following authority, duties and responsibilities:
 - (a) **Coordination:** University shall designate a staff person Coordinator of Field Education to coordinate the program described in this Agreement with a designated member of the Agency's staff (Agency Practicum Supervisor). University, through its designated Coordinator of Field Education, shall coordinate with the Agency Practicum Supervisor, to make learning experiences available to enrolled Students.
 - (b) **Procedural Authority:** University acknowledges that its Students shall be expected to comply with all current policies and procedures of the Agency.
 - (c) **Scheduling:** University shall, as mutually agreeable to the Parties, provide to each Practicum Site : (a) number of students and the dates and hours they will be assigned for the Practicum (referred to as "Student" or "Students"); (b) the level of experience of each Student and the expected level of experience to which such Students will be assigned; (c) the learning objectives for the assigned Students; and (d) upon Agency request provide verification of Student professional liability insurance .
 - (d) **Non-Assignment:** Non-assignment of Students to the Agency for any given semester shall not effect the continuation of this agreement.
 - (e) **Liaison:** University shall provide a Faculty Field Liaison who will serve as liaison with Agency representatives when necessary
 - (f) **Record keeping:** University shall provide and maintain the records and reports necessary for conducting and documenting Practicum learning experiences of its Students under this agreement.
 - (g) **Insurance:** For Students in a Practicum Agency pursuant to this Agreement, the University shall obtain and maintain in full force and effect for each Student assigned to the Agency, professional liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. This provision shall survive termination of this Agreement.
3. **Authority, Duties, and Responsibilities of Agency.** The Agency shall have the following authority, duties and responsibilities:
 - (a) **Coordination:** Agency shall provide safe physical facilities and learning experiences to Students

enrolled in the Social Work Program of the University. The number of Students, their program of education within the Agency, and the scheduling of their education at the Agency will be determined by mutual agreement between Agency Practicum Supervisor and the Coordinator of Field Education.

(b) Supervision: Agency shall provide learning experiences under the supervision of qualified personnel, who (1) meet the standards of recognized professional accrediting agencies; (2) are licensed and/or educationally qualified to practice in social work and/or are mutually acceptable to the University's Social Work program and the agency to provide supervision to the social work student; (3) support the philosophy and the stated objectives of the educational program. The Agency shall be responsible for selecting Agency Practicum Supervisors for each Student in accordance with professional standards. Agency shall allow Students to perform services for clients only when under the direction of qualified personnel as listed above. Supervision and control shall be in accordance with the guidelines specified by the proficiency levels for each student.

(c) Learning Experiences: The Agency shall provide opportunities for observation and supervised learning experience, conducive to the learning process of the Student and the meeting of the stated learning objectives in the Agency and in the community.

(d) Orientation: Agency shall provide orientation to Students to acquaint them with physical facilities, policies and procedures of the Agency, and where appropriate, to the needs of individuals, families, groups, organizations and communities.

(e) Illness or Injury: The University shall direct each Student that it is his/her responsibility to:

1. Promptly report illness and absences from the Agency experience to the Agency Practicum Supervisor.
2. Wear clothing that would be approved by the Agency and University.

(f) Space: Agency shall provide, whenever necessary, available conference rooms and work areas for University Students participating in this program.

(g) Student Evaluation: Agency shall cooperate in formally evaluating Students in consonance with the educational objectives and procedures that have been jointly arranged. In assigning grades to students, University shall consider, among other factors, Agency's evaluation of student performance, but the responsibility for grade assignments shall be solely that of University.

(h) Record Keeping: Agency shall provide and maintain records and reports required by the University for conducting the educational program.

(i) Insurance: Agency shall maintain in full force and effect throughout the term of this Agreement: (1) general liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate; (2) general liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate; and, (3) worker's compensation insurance as required by law. This provision shall survive termination of this Agreement.

4. **Nondiscrimination.** University and Agency shall not discriminate against anyone applying to or enrolled in the program contemplated under this agreement by either party because of race, ethnicity, religion, national origin, sex, sexual orientation, gender identity or expression, age, marital status, political belief, religion, immigration status, or mental or physical disability in the provision of services to clients or in its utilization of students.
5. **Educational Records.** University shall maintain the educational records and information related to the Students of University. Agency shall assist University as may be reasonably necessary so that University may comply with such laws, rules, and regulations relating to educational programs.
6. **Student Status.** Nothing in this Agreement shall be construed to imply an employer-employee relationship between the Agency and Student. The Student shall not be considered an employee for workers compensation, fringe benefits, or compensation. The Agency may however provide the Student stipends,

in-kind services, or reimbursement of expenses incurred while assigned to the Agency with the consent of the Coordinator of Field Education.

7. **Miscellaneous:** This Agreement constitutes the entire Agreement among the parties and supersedes all other prior Agreements and understandings both written and oral, among the parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and nothing in the Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Agency represents, warrants and covenants to University that the persons signing below have full right, power, and authority to make this Agreement and that no other person or entity needs to join in the execution hereof in order for this Agreement to be binding upon the Agency. Nothing contained herein shall be deemed or construed as creating a relationship of principal and agent or of partnership or of joint venture between the Parties hereto. Students shall not be considered servants, agents, or employees of Agency nor University but rather student trainees who do not replace Agency employees and who are not covered by Agency's or University's Social Security, Workers' Compensation or Unemployment Compensation. This Agreement shall not prevent Agency from accepting students from other educational institutions nor prevent University from placing students at other agencies.

 8. **Standards and Confidentiality:** All services provided by Agency shall be provided in accordance with professional standards and all applicable federal, state or local governmental laws and regulations. During the term(s) of this Agreement, the Parties shall take such actions, including revising this Agreement, as necessary or advisable to comply fully with all laws, rules regulations applicable to the performance of this Agreement, including without limitation the Health Insurance Portability and Accountability Act of 1996 and the Family Educational Records and Privacy Act.
-
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IN WITNESS WHEREOF, the Parties hereto have set their hands and seals as of the date set forth above.

Dr. Jeffrey Sharp, President
Sedalia School District 200 Board of Education

Dr. Phillip Bridgmon
Provost & Vice-President for Academic Affairs
University of Central Missouri

Missouri Consultants for Education, LLC

803 West Lockwood Avenue
Glendale, Missouri 63122

Phone: (314) 878-5600
Fax: (314) 878-5607
tmickes@mickesotoole.com
www.moconed.com

June 18, 2019

Re: June 2019 MCE Updates

Dear Superintendent:

The importance of the June updates is primarily related to the medical marijuana policies. Amendment 2 authorized the use of medical marijuana (“marijuana”). However, the Amendment did not require administration of the drug on school premises, nor did it require school employees to administer the drug to students. We have attached separate policies for employees and for students.

We have also added the non-discrimination clause to Policy 5550 recently required by the Department of Agriculture. It would be nice someday to use one non-discrimination policy for all government issues.

Finally, our February update included sample contracts for probationary and tenured teachers. You may recall the form called for closed termination hearings. My colleagues and I have enjoyed debating the issue. The “Nays” say the Tenure Act calls for a “public” hearing. The “Yays” say the legislature has added language to some employment laws that prohibit waiver of rights. The Teacher Tenure Act does not contain any such waiver. Moreover, if the Teacher signs the contract they are bound by its terms.

More important than this debate, I commend your attention to the abandonment of contract language in the model form contract. Incorporation of parts of the model contract, your contract use of the model contract will greatly enhance your success in a license revocation hearing.

Policy 2871 – Medical Marijuana - NEW

This policy prohibits any employee other than the caregiver to their own child from administering marijuana to students. The Policy also encourages caregivers to administer the drug at home when it is least likely to affect school behavior. Adoption is Highly Recommended.

Policy 4870 – Drug Free Workplace

This Policy addition prohibits staff from being in possession of; distributing; being under the influence of, and administering marijuana to students. Employees certified for medical marijuana are free to use the drug away from school and away from school activities. However, if the employee tests positive because of a pre-school use, they will be subject to disciplinary action. District employees required by DOT to be tested for drugs and alcohol will not be permitted to use marijuana at any time. Adoption is Highly Recommended.

Policy 5550 – Food Service Program

We have added the non-discrimination language now mandated by the Department of Agriculture and enforced by DESE. Adoption is Mandatory.

BOARD ACTION

All three policies may be considered in one vote as follows. I move to adopt the following policies and regulations:

P2871
P4870
P5550

If you have any questions concerning these updates or their implementation, please feel free to call. For more information about MCE’s Policy Service, visit our website at <http://www.moconed.com>.

SCHOOL LAW SEMINARS

Mickes O’Toole, LLC is proud to announce our 36th Annual School Law Seminars.

St. Louis – Thursday, July 25, 2019
Doubletree Hilton Hotel – Chesterfield
16625 Swingley Ridge Road
Chesterfield, MO 63017

Cape Girardeau – Friday, July 26, 2019
Southeast Missouri State University
Dempster Hall/Glenn Auditorium
One University Plaza
Cape Girardeau, MO 63701

Lake Ozark – Sunday, July 28, 2019
Tan-Tar-A Resort
494 Tantara Drive
Osage Beach, MO 65065

Springfield – Tuesday, July 30, 2019
Missouri State University
Darr Agricultural Center
2401 S. Kansas Expressway
Springfield, MO 65807

June 18, 2019

Page 3

Kansas City – Wednesday, July 31, 2019

Marriott Courtyard

Adams Pointe Conference Center

1400 NE Coronado Drive

Blue Springs, MO 64014

Registration and Breakfast begin at all locations at 8:00 a.m. All seminars are presented without charge. Please visit www.mickesotoole.com to register. We look forward to seeing you!

Sincerely,

MISSOURI CONSULTANTS FOR EDUCATION, LLC



Thomas A. Mickes

TAM/ndb
Enclosures

Student Services**Medical Marijuana**

The Board strives to honor families' private medical decisions while ensuring a learning environment free of disruption. To that goal, the District maintains a strict prohibition against the possession, use, sale and presence under the influence of prohibited substances, having adopted a Drug Free School Policy (*Policy 2641 – Drug Free Schools*) as well as a prohibition against Student Use of Tobacco, Alcohol and Drugs (*Policy 2640 - Student Use of Tobacco, Alcohol and Drugs*). The purpose of these policies and others is not primarily punitive to catch offenders, rather it is designed to provide a safe learning environment and to serve as a deterrence to drug use.

The State of Missouri has adopted a limited authorization of medical marijuana, as defined by state law and all applicable regulations (hereinafter “medical marijuana” or “drug”). Qualified individual students and employees are permitted the use of medical marijuana. The law does not authorize the use of medical marijuana on school premises, nor does it require or permit district employees to administer the drug to students.

Overall, the District restricts the administration of medications, including medical marijuana, unless administration cannot reasonably be accomplished outside of school hours. Administration of medical marijuana to qualified students shall be in accordance with this policy. Administration of all other prescription and nonprescription medications to students shall be in accordance with applicable law and the Board's policy concerning the administration of medications to students.

Under this policy, caregivers of qualified users of medical marijuana should administer the drug before or after school hours. Caregivers are advised to administer the drug as early in the morning as possible or after school in order to avoid safety issues at school.

Administration at School

In the limited circumstances that a qualified student must receive the drug at school, certain procedures as determined by the District must be followed. Among those procedures, the caregiver must provide the principal with the student's valid authorization to use medical marijuana and the parent must provide the principal with doctor's orders confirming that the drug must be administered during the school day. Where the principal is satisfied that all procedural requirements have been met, the principal will provide a private place where the caregiver may administer the drug to a qualified student. Medical marijuana will not be stored at school, but rather must be brought to school by the caregiver. Following administration of the drug, the caregiver must leave school taking with them any remaining drug.

This procedure will be followed on school premises, on school transportation, and at school sponsored activities either within the District or outside the District. Violation of these procedures will result in the revocation of a qualified student's opportunity to receive the drug at school and disciplinary action.

Caregivers wishing to appeal a building level decision to limit use of medical marijuana at school may appeal the decision to the Superintendent. The Superintendent's decision will be final.

Additional Parameters

This policy conveys no right to any student or to the student's parents/guardians or other primary caregiver to demand access to any general or particular location on school or district property, a school bus or at a school-sponsored event to administer medical marijuana.

Student possession, use, distribution, sale or being under the influence of marijuana inconsistent with this policy may be considered a violation of Board policy concerning drug and alcohol involvement by students or other Board policy and may subject the student to disciplinary consequences, including suspension and/or expulsion, in accordance with applicable Board policy.

If the federal government indicates that the District's federal funds are jeopardized by this policy, the Board declares that this policy shall be suspended immediately and that the administration of any form of medical marijuana to qualified students on school property, on a school bus or at a school-sponsored event shall not be permitted.

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PERSONNEL SERVICES

Staff Welfare

Drug Free Workplace

The unlawful possession, use or distribution of illicit drugs and alcohol on school premises or as a part of school activities is strictly prohibited.

Employees under the influence of alcohol, drugs, or controlled substances while on duty are a serious risk to themselves, to students and to other employees. Employees who display physical manifestations of drug or alcohol use while on duty, may be subject to drug testing. Any employee who violates this policy will be subject to disciplinary action up to and including termination and referral for prosecution. Employees may also be required to satisfactorily participate in rehabilitation programs.

As a condition of employment, all employees must abide by the terms of this policy. Employees who are convicted of a drug offense which occurred on school premises or while on duty must notify the Superintendent of their conviction. Notification must be made by the employee to the Superintendent within five (5) days of the conviction. Within ten (10) days, the Superintendent will provide notice of such violation to the Impact Aid Program, United States Department of Education, or other appropriate government agency.

The District will institute a drug-free awareness program to inform employees of:

1. The dangers of drug and alcohol abuse in the workplace.
2. This policy of maintaining a drug-free workplace.
3. Available counseling and rehabilitation.
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

On the basis of medical certification, employees with the illness of chemical dependency shall qualify for the employee benefits and group insurance coverages that are provided for under group health and medical insurance policies. The confidential nature of the medical records of employees with chemical dependency shall be preserved in the same manner as for all other medical records.

The District's responsibility for chemical dependency is limited to its effects on the employee's job performance. If the employee violates this policy, refuses to accept diagnosis and treatment, or fails to respond to treatment, and performance is adversely affected, the employee will be subject to employment action in proportion to the performance problem. Implementation of

Policy 4870

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this policy will not require or result in any special regulations, privileges or exemptions from the standard administrative practice applicable to job performance requirements.

Upon the request of the Department of Elementary and Secondary Education or an agency of the United States, the District shall certify that it has adopted and implemented the drug prevention program described in this policy, in the form required by such agency. The District shall conduct a biennial review of this policy to determine its effectiveness, implement necessary changes, and to ensure that the disciplinary sanctions are consistently enforced.

It shall be a violation of this policy for any employee to possess, use, manufacture, distribute, or be under the influence of medical marijuana in any manner inconsistent with Missouri state law and applicable regulations. Additionally, employees may not be under the influence of marijuana while they are (i) acting in the scope of their employment, whether on District property or off, or (ii) present at any school- or District-sponsored or sanctioned event such as athletic events or conferences. Employees may seek reasonable accommodations related to medical marijuana under the District's policies and procedures addressing the Americans with Disabilities Act.

Deleted: This policy shall be distributed in writing to all present and future employees.

Transportation Employees

District employees who are subject to the Transportation Employee Testing Act may not use medical marijuana on work days and may not use marijuana while on District transportation. Transportation employees who test positive for any controlled substance including marijuana are subject to dismissal. Transportation employees who cannot, for medical reasons, comply with this policy may request a transfer to a non-safety sensitive position.

The information in this policy will be distributed to all present and future employees.

Staff Welfare

Drug Free Workplace

The unlawful possession, use or distribution of illicit drugs and alcohol on school premises or as a part of school activities is strictly prohibited.

Employees under the influence of alcohol, drugs, or controlled substances while on duty are a serious risk to themselves, to students and to other employees. Employees who display physical manifestations of drug or alcohol use while on duty, may be subject to drug testing. Any employee who violates this policy will be subject to disciplinary action up to and including termination and referral for prosecution. Employees may also be required to satisfactorily participate in rehabilitation programs.

As a condition of employment, all employees must abide by the terms of this policy. Employees who are convicted of a drug offense which occurred on school premises or while on duty must notify the Superintendent of their conviction. Notification must be made by the employee to the Superintendent within five (5) days of the conviction. Within ten (10) days, the Superintendent will provide notice of such violation to the Impact Aid Program, United States Department of Education, or other appropriate government agency.

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The District's responsibility for chemical dependency is limited to its effects on the employee's job performance. If the employee violates this policy, refuses to accept diagnosis and treatment, or fails to respond to treatment, and performance is adversely affected, the employee will be subject to employment action in proportion to the performance problem. Implementation of

this policy will not require or result in any special regulations, privileges or exemptions from the standard administrative practice applicable to job performance requirements.

Upon the request of the Department of Elementary and Secondary Education or an agency of the United States, the District shall certify that it has adopted and implemented the drug prevention program described in this policy, in the form required by such agency. The District shall conduct a biennial review of this policy to determine its effectiveness, implement necessary changes, and to ensure that the disciplinary sanctions are consistently enforced.

It shall be a violation of this policy for any employee to possess, use, manufacture, distribute, or be under the influence of medical marijuana in any manner inconsistent with Missouri state law and applicable regulations. Additionally, employees may not be under the influence of marijuana while they are (i) acting in the scope of their employment, whether on District property or off, or (ii) present at any school- or District-sponsored or sanctioned event such as athletic events or conferences. Employees may seek reasonable accommodations related to medical marijuana under the District's policies and procedures addressing the Americans with Disabilities Act.

Transportation Employees

District employees who are subject to the Transportation Employee Testing Act may not use medical marijuana on work days and may not use marijuana while on District transportation. Transportation employees who test positive for any controlled substance including marijuana are subject to dismissal. Transportation employees who cannot, for medical reasons, comply with this policy may request a transfer to a non-safety sensitive position.

The information in this policy will be distributed to all present and future employees.

SUPPORT SERVICES

Policy 5550

Food Service Program

Meal Charges

Purpose

The purpose of this policy is to maintain consistent meal account procedures throughout the District. Unpaid charges place a financial strain on District finances. The Food Service Department is responsible for maintaining food charge records and for notifying the District's accounting department of outstanding balances.

Administration

1. Student Groups:
 - Elementary students will be allowed to charge a maximum of ten (\$10.00) dollars.
 - a) These meals will include only the menu items of the reimbursable meal.
 - b) After the balance exceeds ten (\$10.00) dollars, the student may be given a designated menu alternate.
 - Middle School students will be allowed to charge a maximum of ten (\$10.00) dollars. After this maximum has been met, no additional charges will be accepted.
 - High School students will be allowed to charge one meal.
2. No charges will be allowed for ala carte foods and beverages.
3. Parents/guardians of students with negative balances will be contacted electronically, by correspondence, by phone call by the District Accounting Office, or by the Food Service Department.
4. On May 15 annually all charging will be cut off.
 - Parents/guardians will be sent a written request for "payment in full."
 - All charges not paid before the end of the school year will be carried forward into the next school year.
 - Graduating seniors must pay all charges in full. Failure to do so may result in the delinquent student being denied participation in graduation ceremonies.
5. If a financial hardship is suspected, families will be encouraged to apply for free/reduced meals at any time during the school year.

6. Each building principal will send a letter to all parents on or before the first day of school notifying them of the requirements of this policy. This policy will also be published on the District's website.

Discrimination Clause

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov<<mailto:program.intake@usda.gov>>.

This institution is an equal opportunity provider.

Food Service Program**Meal Charges****Purpose**

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SEDALIA SCHOOL DISTRICT #200

2806 Matthew Drive, Sedalia, MO 65301-7981 p:660.829.6450 f:660-827-8938

Steven G. Triplett, Ed. S.
Superintendent

To: Board of Education and Mr. Triplett

From: Chris Pyle

Nancy L. Scott, Ed. D.
Assistant Superintendent

Date: August 5, 2019

Re: Roof Improvement at Smith-Cotton Junior High and Whittier

Christopher Pyle, Ed. S.
Assistant Superintendent

Todd Fraley Ed. D.
Assistant Superintendent

Please find attached information and bid analysis for roof improvement work at Smith-Cotton Junior High and Whittier High School. The work includes roof improvement over the band area classrooms at Smith -Cotton Junior High and improvement of the front entrance and foyer area of Whittier High School. We received two bids for the projects.

Harriet A. Wolfe, Ed. D.
Chief Financial Officer

The bids come in as follows:

MLS Design and Contracting, Lee's Summit MO.- \$93,459.00

Delta Innovative Services Incorporated, Kansas City MO.- \$131,000.00

Becky Brownfield, Ed. S.
Director Curriculum Instruction
Assessment 6-12

Devon Gilmore, M. Ed.
Director Curriculum Instruction
Assessment K-5

This work is part of our 5 year maintenance plan. It is my recommendation that we accept the low bid of \$93,459.00 from MLS Design and Contracting.

Bob Satnan, B.A.
Communications Director

Thank you for your consideration in this matter. Please do not hesitate to contact me with any questions you may have at (660) 829-6457.

Missouri Model District
www.sedalia200.org

Sedalia #200 is an
equal opportunity and
affirmative action employer

**SEDALIA SCHOOL DISTRICT #200
BID ANALYSIS REPORT**

Commodity: Smith-Cotton Jr. High School and Whittier Alternative High School

Bids Obtained by: Richie Simons

Date: July 23, 2019

Vendor	Amount of Bid	Contact Person	Phone Number
<u>MLS Designs & Contracting</u>	<u>\$93,459.00</u>	<u>Michael Salguero</u>	<u>816-885-3086</u>
<u>Delta Innovative Services</u>	<u>\$131,000.00</u>	<u>Sabina R Boyle</u>	<u></u>

Recommendation:

Accept low qualified bid of: MLS Designs & Contracting \$93,459.00

Accept local bid of: _____

Accept alternate bid of: _____

Use of commodity: Garland roof improvement project for Smith-Cotton Jr. High School and Whittier
Alternative High School

Does this replace an existing district commodity? NO YES (explain)

Smith-Cotton Jr. High School and Whittier Alternative High School Roof Improvements

Final approval _____ **Date** _____

Date: 7/22/2019

To: Sedalia School District 200

Subject: Smith Cotton Junior High School
312 Broadway

Gentlemen:

The undersigned having familiarized himself with the attached Contract Documents, which are as follows: Instructions to Bidders, Proposal, Detailed Specifications, Contract Stipulations, Contract, all of which Contract documents are made a part hereof, hereby proposes, in compliance with said Contract documents, to furnish all labors, equipment, materials, bonds, tools, supervision, etc., and to complete all said work as herein specified.

1. To provide supervision, labor, materials, and equipment for roof restoration and replacement of the 2 buildings specified, in the specifications for Smith Cotton Junior High and Whittier Alternative.

Lump sum firm price: \$ 93,459

Square foot cost of concrete deck correction: \$ 100

Square foot cost of restoration corrective work (blister/seam repair etc.):
\$ _____

Spray applied water proofer on exposed brick: \$ _____

Number of employees per day on the project 5

Number of working days to complete the project 30

Earliest Available start date of the project 9/1/2019

Performance and Payment Bond pricing included in the lump sum price.

The undersigned understands and agrees that the Owner has the right to reject any and all bids, to waive informalities or other requirements for its benefit and to accept such proposals as it deems in its best interest.

SIGNATURE: M/Salguero

FIRM: M/S Design

INDIVIDUAL: Michael Salguero

TITLE: Project Manager

ADDRESS: 1540 SW 44th ST LSMO 64082

Date: July 23, 2019

To: Sedalia School District 200

Subject: Smith Cotton Junior High School
312 Broadway

Gentlemen:

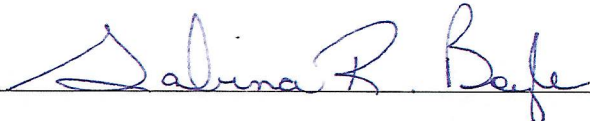
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1. To provide supervision, labor, materials, and equipment for roof restoration and replacement of the 2 buildings specified, in the specifications for Smith Cotton Junior High and Whittier Alternative.

Lump sum firm price:	\$ <u>131,000.00</u>
Square foot cost of concrete deck correction:	\$ <u>22.00 per square foot</u>
Square foot cost of restoration corrective work (blister/seam repair etc.):	\$ <u>12.00 per square foot</u>
Spray applied water proofer on exposed brick:	\$ <u>no bid</u>
Number of employees per day on the project	<u>Varies</u>
Number of working days to complete the project	<u>12</u>
Earliest Available start date of the project	<u>TBD</u>

Performance and Payment Bond pricing included in the lump sum price.

The undersigned understands and agrees that the Owner has the right to reject any and all bids, to waive informalities or other requirements for its benefit and to accept such proposals as it deems in its best interest.

SIGNATURE: 

FIRM: Delta Innovative Services, Inc.

INDIVIDUAL: Sabina R. Boyle

TITLE: President

ADDRESS: 508 S 14th St., Kansas City, KS 66105

AFFIDAVIT OF PUBLICATION

(Space above for recording information)

STATE OF MISSOURI) ss.
COUNTY OF PETTIS)

I, William D. Weibert, being duly sworn according to law, state that I am the Publisher of the Sedalia Democrat a daily newspaper of general circulation in the County of Pettis, State of Missouri, where located; which newspaper has been admitted to the Post Office as periodical class matter in the City of Sedalia, Missouri, the city of publication, which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers, voluntarily engaged as such who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provision of Section 493.050, Revised Statutes of Missouri 2000, and Section 59.310, Revised Statutes of Missouri 2000.

The affixed notice appeared in said newspaper for two times as follows:

1st Insertion: Vol.	<u>151</u>	No. <u>164</u>	<u>11th</u> day of <u>July</u>	<u>20</u>	<u>19</u>
2nd Insertion: Vol.	<u>151</u>	No. <u>166</u>	<u>13th</u> day of <u>July</u>	<u>20</u>	<u>19</u>
3rd Insertion: Vol.	_____	No. _____	_____ day of _____	20	_____
4th Insertion: Vol.	_____	No. _____	_____ day of _____	20	_____
5th Insertion: Vol.	_____	No. _____	_____ day of _____	20	_____
6th Insertion: Vol.	_____	No. _____	_____ day of _____	20	_____
7th Insertion: Vol.	_____	No. _____	_____ day of _____	20	_____

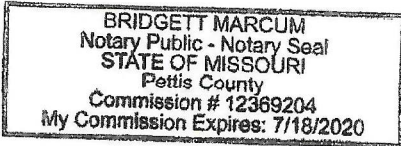
Signed *William D. Weibert*

Subscribed and sworn to before me this 24th day of July 2019

Bridgett Marcum
Bridgett Marcum, Notary Public

My commission expires

Notice to Bidders
The Sedalia School District #200 is now accepting sealed bids for a Garland approved roof system at Smith Cotton Junior High, 312 E. Broadway and Whittier High School, 907 E. 16th Street, Sedalia MO 65301. A mandatory pre-bid meeting will be held at 9:00 a.m. on Tuesday, July 16, 2019. For information contact Richie Simons at 660-460-1270. Must be a Garland approved applicator. Bids are to be marked "Roof bid - SCJH/Whittier" and delivered to the District Office, 2806 Matthew Drive, Sedalia, MO 65301 by 2:00 p.m., Tuesday, July 23, 2019. Sedalia School District #200 reserves the right to refuse and/or reject any or all bids.
2x-7/11, 13, 2019





SSD

Sedalia School District #200

District Office
2806 Matthew Drive
Sedalia, Missouri
65301-7981
(660) 829-6450
Fax (660) 827-8938
www.sedalia200.org

Steven G. Triplett, Ed.S.
Superintendent

Nancy L. Scott, Ed.D.
Assistant Superintendent
Human Resources
Federal Programs

Todd Fraley, Ed.D.
Assistant Superintendent
Buildings & Grounds
Support Services

Chris Pyle, Ed.S.
Assistant Superintendent
K-12 Special Education

Harriet Wolfe, Ed.D.
Chief Finance Officer

Devon Gilmore, M.E.D.
Director of Curriculum
Instruction & Assessment K-5

Becky Brownfield, Ed.S.
Director of Curriculum
Instruction & Assessment 6-12

Bob Satnan, B.A.
Communications Director

**We Live Tiger
Pride Everyday**

Sedalia #200 is an equal
opportunity and affirmative
action employer

MEMO

TO: Board of Education; Steve Triplett
FROM: Dr. Fraley
DATE: August 5, 2019
RE: Safety/Security Update to be completed summer 2019

Please be advised of the following safety/security upgrades:

- Security Protection Officer training (MU Extension)
- Active Shooter Exercise on July 23rd
- Deadbolt knobs to be installed at SCHS
- Photo ID/Key Card for all employees
- Card reader systems installed all buildings for access
- Exterior door sensors installed all buildings
- Additional camera coverage – all buildings
- Panic buttons in building offices
- Intercom system upgrades at all buildings to be completed
- Lot cleared behind Skyline Elementary
- Security/Camera/Server installed at district warehouse
- Generator back-up system at SCJHS for district technology and SCJHS security cameras
- Bullet proof glass and buzz-in access at central office
- School safety conference training in Springfield
- Trauma kits and trauma training for staff and students
- **Attention and focus on mental and behavioral health issues and identification**

If you have any questions, please contact me at 660-829-6456. Thank you.